

**TOWN OF ARLINGTON**  
**REQUEST FOR PROPOSALS (RFP)**  
**Five Year Certification of All Real and Personal Property**  
**RFP #23-56**

The Town of Arlington (hereinafter the "Town"), acting through its Board of Assessors and pursuant to the rules set forth in M.G.L. c. 30B, as enacted by Chapter 687 of the Acts of 1989, and amendments thereto, is seeking proposals from qualified individuals and firms for the valuation update of all real property and taxable personal property in the Town of Arlington, Massachusetts, for fiscal year 2025. The successful individual or firm must complete the work in a timely fashion in order for the Town to meet **Fiscal Year 2025 Certification Deadline**. The vendor must have experience with Patriot Properties' appraisal software.

Proposals will be received at the Town Manager's Office/Purchasing Department, Town Hall Annex – 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, Arlington, MA 02476 **no later than 2:00 P.M., Thursday, January 11, 2024**. Proposals delivered after the appointed time and date will not be considered. Questions about the RFP may be submitted by **January 4, 2024**.

Five (5) hard copies of the proposal, and one PDF copy on a thumb drive, shall be submitted in a sealed envelope marked "**RFP #23-56 Five Year Certification of All Real and Personal Property – Non-Price Proposal**." One (1) copy of the price proposal shall be submitted in a separate sealed envelope marked "**RFP #23-56 Five Year Certification of All Real and Personal Property – Price Proposal**". Both sealed envelopes must also be marked with the name, address, and telephone number of the individual or firm submitting the proposal and the date of the opening of proposals.

The RFP outlining the requirements for submission is available for download from the Town's website [www.arlingtonma.gov/purchasing](http://www.arlingtonma.gov/purchasing). For further information contact Mary Ellen De Natale, Purchasing Agent, at 781-316-3003 or [mdenatale@town.arlington.ma.us](mailto:mdenatale@town.arlington.ma.us).

All proposals meeting proposal requirements and conditions may be held by the Town of Arlington for a period not to exceed thirty (30) days from the date of opening the proposals. The Assessors will review the proposals for the purpose of investigating the proposers' qualifications and experience on similar projects prior to the awarding of the contract.

The Town shall award the contract to the responsible and responsive offeror submitting the most advantageous proposal, taking into consideration the proposals' relative merits and prices.

The Town reserves the right to cancel any request for proposals, or to reject in whole or in part any and all proposals, when it is deemed in the best interest of the Town of Arlington so to do.

TOWN OF ARLINGTON  
James Feeney, Town Manager

December 7, 2023

**TOWN OF ARLINGTON**  
**REQUEST FOR PROPOSALS (RFP)**  
**Five Year Certification of All Real and Personal Property**  
**RFP #23-56**

**Responses Due:** **January 11, 2024, at 2:00 p.m.**  
Late Responses Will Be Rejected

**Deliver Complete Responses To:** Town Manager  
Town Manager's Office/Purchasing Department  
Town Hall Annex - 2<sup>nd</sup> floor  
730 Massachusetts Avenue  
Arlington, MA 02476

**For Further Information Contact:** Mary Ellen De Natale, Purchasing Agent  
781 316-3003  
Email: [mdenatale@town.arlington.ma.us](mailto:mdenatale@town.arlington.ma.us)

**I. SCOPE OF SERVICES**

The work of the project consists of the on-site data verification of the taxable inventory of all taxable Personal Property and the implementation of a FIVE YEAR Certification Program for all Real and Taxable Personal Property by the CONTRACTOR for the review and FIVE YEAR Certification by the Department of Revenue Administration for fiscal year 2025.

**REAL PROPERTY**

<b>LAND TYPE</b>	<b>PARCEL COUNT</b>
101	8,088
102	4,039
Misc 103, 109	10
104	2,055
105	176
111-125	156
300-393	370
400-452	21
CH 61B LAND	3
012-043	78
<b>Total Parcel Count</b>	<b>14,916</b>
<b>Personal Property Count</b>	<b>299</b>

**VALUATION**

The selected Contractor shall determine the full and fair cash value of all specified property as defined in M.G.L. c. 59. The date of calculation shall be January 1, 2024.

## **A. General Requirements**

The CONTRACTOR shall:

1. analyze and evaluate the data on those improved parcels located throughout the Town that have sold in Calendar Years 2022 and 2023. The purpose of this analysis is to validate arm's-length sales and inventory status as of date of sale.
2. analyze all vacant land sales that occurred during Calendar Years 2021, 2022, and 2023.
3. in the event that there are not enough valid land sales to help determine the value of land as of January 1, 2024, then development of land residuals to conform to any Department of Revenue requirements will be provided.
4. field list, price, and review all taxable Personal Property accounts effective for the Fiscal Year 2025 tax billing cycle.
5. be responsible with all data entry associated with the Income and Expense Forms, Forms of List, and Personal Property file.
6. analyze all available Income and Expense Statements for the purpose of applying the income approach to the Commercial and Industrial properties. A minimum of two (2) approaches to value will be utilized on the commercial and industrial property where applicable. (Forms to be provided by the Contractor, mailing and postage will be the responsibility of the Town)
7. adjust all value tables, depreciation tables, land tables, and any other requirements of the Department of Revenue, to ensure equitable assessments on all Real and Taxable Personal Property for Fiscal Year 2025.
8. field review for valuation consistency the improved Real Properties and adjust, where applicable, the following factors that affect property values: location, quality of construction, condition, depreciation, and obvious physical changes.
9. generate, from the AssessPRO appraisal system, all required spreadsheets, reports, or other documentation necessary to have the proposed assessments certified by the Massachusetts Department of Revenue for the valuation date of January 1, 2024.
10. assist the Town with the FIVE YEAR Certification of value process.
11. request the Department of Revenue to begin their Certification process on or before October 1, 2024.
12. meet the following schedule in order to ensure the FIVE YEAR Certification begins on October 1, 2024.

## B. Project Timetable

The Contractor must adhere to the following timetable which provides for the Department of Revenue to begin their FIVE YEAR Certification process no later than October 1, 2024. The project shall be deemed completed upon notice of completion of the FIVE YEAR Certification of values by the Commissioner of Revenue and upon receipt by the Town of all required materials and documentation.

<b>Project Commencement 04/1/24</b>	4/01/24
<b>Residential</b>	
Review and check the integrity of the data and tables	5/01/24-5/26/24
Review and verify all 2022 and 2023 sales	5/01/24-5/29/24
Sales and neighborhood analysis	5/11/24-5/30/24
Set neighborhoods and land values	5/12/24-5/27/24
Set building cost tables and depreciation schedule	5/28/24-6/07/24
Preliminary valuation	6/10/24-6/14/24
Final field review (data and value)	6/18/24-6/29/24
Data entry from field review	6/25/24-7/02/24
<b>Commercial, Industrial and Exempts</b>	
Sales and marketing analysis	6/14/24-6/18/24
Set neighborhood and land values	6/21/24-6/25/24
Set building and depreciation tables	6/21/24-6/25/24
Income and expense analysis	5/20/24-6/14/24
Set market income, vacant, expense and cap rate	6/28/24-7/01/24
Preliminary valuation	7/04/24-7/15/24
Final field review (data and value)	7/18/24-7/29/24
Data entry from review	7/25/24-8/02/24
<b>Personal Property</b>	
Discovery of accounts	5/01/24-6/25/24
Data entry of accounts	5/05/24-6/25/24
Preliminary valuation	6/04/24-6/22/24
Assessors review	ONGOING-7/13/24
Preliminary Certification	WEEK OF 10/01/24

### **C. Data Format**

1. The Contractor shall produce a property record card on the in-house appraisal system in the Assessor's Office for each specified property as well as all required reports for the Certification of value process. The record cards and all reports generated must contain all relevant data and adjustments used in deriving value for the Fiscal Year 2025 FIVE YEAR Certification.
2. A computerized spreadsheet of all improved commercial and industrial properties showing, at minimum, Economic Rent, Vacancy and Bad Debt Percent, Operating Expenses, and Cap Rate must also be produced on the in-house appraisal system.

## **II. GENERAL CONDITIONS OF THE CONTRACT**

### **A. Force Majeure**

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate the agreement in accordance with the provisions of the section entitled, "Termination of the Contract."

### **B. Termination of the Contract**

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under the agreement, or if the Contractor violates any covenants, conditions, or stipulations of the agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the Town shall thereupon have the right to terminate the agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

### **C. Assignment of Contract**

The Contractor shall not assign or in any way transfer any interest in the agreement without the prior written consent of the Town provided, however, that claims for money due or to become due to the Contractor from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is

furnished promptly to the Town. Any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

#### **D. Evaluation of Work**

To ensure compliance with this agreement, the Town shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

#### **E. Ownership of Information**

All information acquired by the Contractor from the Town or from others at the expense of the Town in performance of the agreement shall be and remain the property of the Town. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the Town shall be and remain the property of the Town.

The Contractor agrees that he will use this information only as required in the performance of the agreement and will not, before or after the completion of the agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

#### **F. Insurance Requirements**

The Contractor shall maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and commercial liability insurance at least as hereinafter set forth so as to protect it and the Town from any and all claims for personal injury and property damage for the entire duration of the project:

1. A commercial general liability insurance policy with the following limits of coverage: Bodily injury and property damage, One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) each individual claim per occurrence, Two Million Dollars (\$2,000,000) aggregate of all claims per occurrence.
2. A comprehensive automobile insurance policy with a combined single limit of One Million Dollars (\$1,000,000).
3. Workers' Compensation Insurance as required by the then current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000).
4. All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in Massachusetts.

### III. MINIMUM QUALITY REQUIREMENTS

- A. As of January 1, 2024, the proposer must have successfully completed a minimum of five (5) revaluation projects within the Commonwealth during the prior five (5) years, each of which included the valuation of 15,000 or more Real Properties and 300 Personal Property accounts.
- B. The proposer must have completed a minimum of three (3) revaluation or data collection projects in the past five (5) years on Patriot Properties' AssessPro system.
- C. The Project Director and the back-up Project Director must each have a minimum of five (5) years of experience in the valuation of all types of property in the Commonwealth of Massachusetts. Proposer must provide evidence of their experience and familiarity with Patriot Properties' AssessPro appraisal system for Real and Personal Property.
- D. The proposer must have a staff of at least ten (10) full-time equivalent non-clerical personnel dedicated to providing revaluation services.

In order that the Town may fairly evaluate the above criteria, proposers must submit lists, dates, descriptions of applicable projects, and names of relevant contacts to substantiate any information provided in conjunction with the above requirements.

**Any proposal that fails to demonstrate that the proposer meets these minimum quality requirements will be rejected as non-responsive.**

### IV. COMPARATIVE EVALUATION CRITERIA

The Town will award the contract to the proposer offering the most advantageous response to this RFP, taking into consideration all evaluation criteria and the price proposal. The selection process will include an evaluation procedure based on the criteria identified below.

- A. Past performance on similar projects.

**Advantageous:** All of the proposer's references indicate that the projects were completed within budget and on schedule or with minimal, insignificant delays.

**Not Advantageous:** One of the proposer's references indicates that the project was not completed within budget attributable to the proposer and no current project or project completed in the last three years experienced substantial delays attributable to the proposer.

**Unacceptable:** More than one of the proposer's references indicate that the project was not completed within budget attributable to the proposer or was completed with substantial delays attributable to the proposer.

- B. Professional qualifications of the individuals working on the project.

**Highly Advantageous:** The Project Director and the back-up Project Director each have at least fifteen (15) years of experience with Patriot Properties' AssessPro appraisal system.

**Advantageous:** The Project Director and the back-up Project Director each have at least ten (10) years of experience with Patriot Properties' AssessPro appraisal system.

**Not Advantageous:** The Project Director and the back-up Project Director each have at least five (5) years of experience with Patriot Properties' AssessPro appraisal system.

- C. Proposer's directly relevant experience with other projects of similar type, size and scope.

**Highly Advantageous:** The proposer can demonstrate experience with twelve (12) or more projects of similar type, size and scope.

**Advantageous:** The proposer can demonstrate experience with ten (10) or more projects of similar type, size and scope.

**Not Advantageous:** The proposer can demonstrate experience with five (5) or more projects of similar type, size and scope.

- D. Proposer's experience with Patriot Properties' AssessPro appraisal system.

**Highly Advantageous:** The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least ten (10) projects.

**Advantageous:** The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least six (6) projects.

**Not Advantageous:** The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least three (3) projects.

## V. SUBMITTAL REQUIREMENTS

Proposers shall submit separate **price** and **non-price** (or technical) **proposals**. The **price proposal** must be signed, placed in an envelope, and sealed. The **non-price proposal** must, at the very least, address and comply with all minimum requirements set forth in this request for proposals in order to be considered responsive. Five (5) copies of the non-price proposal shall be signed, placed in a single envelope separate from the price proposal, and sealed. A thumb drive containing a PDF of the non-price proposal shall be enclosed in the same sealed envelope.



Both of the envelopes containing the **non-price** (or technical) and the **price proposals** must be marked with the proposer's name, address and telephone number, the date of opening, and either **"RFP #23-56 Five Year Certification of All Real and Personal Property – Non Price Proposal"** or **"RFP #23-56 Five Year Certification of All Real and Personal Property – Price Proposal"**.

An offeror may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Town Manager's Office/Purchasing Department prior to the time and date set for the opening of proposals.

Each proposer must submit the following as part of the non-price proposal:

- A. A letter of transmittal signed by the individual authorized to negotiate for the proposer and a statement that the proposal will remain in effect for at least thirty (30) days from the submission of proposals.
- B. A Certificate of Non-Collusion on the form provided herein.
- C. A list of the revaluation contracts to which the proposer is currently committed, as well as a 5-year client list with the names and telephone numbers of the individuals to be contacted as a reference.
- D. The names and qualifications of the Project Director and the back-up Project Director.
- E. A list of projects the proposer previously worked on that required the use of the Patriot Properties' AssessPro appraisal system.
- F. Samples of spreadsheets created by the proposer for previous projects utilizing the Patriot Properties' AssessPro appraisal system.
- G. Any additional information that may be required to demonstrate that the proposer meets the Minimum Quality Requirements.
- H. Any additional information that may be required in order to adequately demonstrate the proposer's experience and qualifications as outlined in the Comparative Evaluation Criteria section.

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of individual submitting bid or proposal)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

**NON COLLUSION FORM MUST BE SIGNED AND  
SUBMITTED WITH PROPOSAL**

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## STATEMENT OF STATE TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Responsible  
Corporate Officer and Title